

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION**

FARRELL PROPERTIES, LIMITED)
COMPANY, a Virginia limited liability)
company,)
Plaintiff,)
v.) Civil Action No. 7:16cv00119
AMERICAN TOWERS, LLC., a Delaware)
limited liability company,)
Defendant.)

DEFENDANT'S ANSWER AND DEFENSES

COMES NOW Defendant American Towers, LLC ("American Towers") by and through its attorneys and for its answer to the Complaint states as follows:

1. American Towers is without information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 1 of the Complaint.
2. American Towers admits the allegations in Paragraph 2 of the Complaint.
3. American Towers states that the deed speaks for itself and, to the extent the allegations in Paragraph 3 of the Complaint are inconsistent with the deed, American Towers denies those allegations.
4. In response the allegations in Paragraph 4 of the Complaint, American Towers admits that it has a Lease, which was twice amended, for a portion of the Property, by which Plaintiff is bound. American Towers admits that it is the tenant under the Lease and Plaintiff is the current lessor under the Lease. American Towers further states that the Lease, as amended,

speaks for itself, and, to the extent the allegations in Paragraph 4 of the Complaint are inconsistent with the Lease, as amended, American Towers denies those allegations.

5. In response to the allegations in Paragraph 5 of the Complaint, American Towers admits that it placed a generator on the leased portion of the Property, and denies the remaining allegations in Paragraph 5 of the Complaint.

6. American Towers denies the allegations in Paragraph 6 of the Complaint.

7. American Towers denies the allegations in Paragraph 7 of the Complaint.

8. American Towers denies the allegations in Paragraph 8 of the Complaint.

9. American Towers denies the allegations in Paragraph 9 of the Complaint.

10. American Towers denies each and every allegation not specifically admitted herein

11. As to the unnumbered paragraph in the Complaint beginning "WHEREFORE," American Towers denies that Plaintiff is entitled to the requested relief, or any other relief.

FIRST DEFENSE

Plaintiff's claims are barred by waiver and acquiescence.

SECOND DEFENSE

Plaintiff's claims are barred by laches and equitable estoppel.

THIRD DEFENSE

Plaintiff's claims are barred by the doctrine of unclean hands

FOURTH DEFENSE

Plaintiff's claims are barred by consent.

FIFTH DEFENSE

Plaintiff's claims are barred due to American Towers' lawful occupation of the land under the Lease Agreement.

WHEREFORE, Defendant, American Towers LLC, asks this Court enter judgment in its favor and against the Plaintiff, to award American Towers its costs, and to grant American Towers all further relief as this Court deems fair and just.

Dated: April 1, 2016

Respectfully Submitted;

/s/ Elizabeth A. Scully

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CERTIFICATE OF SERVICE

Elizabeth Scully, an attorney, certifies that she served the foregoing Defendant's Answer and Affirmative Defenses on April 1, 2016 upon the following by the United States District Court's ECF system:

Kevin P. Oddo
LeClair Ryan, A Professional Corporation
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Drawer 1200
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/s/ Elizabeth Scully

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